

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NORTH CAROLINA
EASTERN DIVISION
FILE NO.: 4:21-CV-131-D**

NORTH BERKELEY DEVELOPMENT)	
ASSOCIATES, LLC,)	
)	
Plaintiff,)	
)	
v.)	
)	
SELECTIVE INSURANCE GROUP, INC.)	
and SELECTIVE INSURANCE COMPANY)	
OF SOUTH CAROLINA,)	
)	
Defendants.)	
<hr style="width:40%; margin-left:0"/>)	

VOLUNTARY DISMISSAL WITHOUT PREJUDICE OF DEFENDANT
SELECTIVE INSURANCE GROUP, INC.

Pursuant to Federal Rule of Civil Procedure 41(a), Plaintiff North Berkeley Development Associates, LLC (“Plaintiff”) hereby voluntarily dismisses without prejudice Defendant Selective Insurance Group, Inc. and shows the Court the following:

1) Plaintiff filed this action against Defendants Selective Insurance Group, Inc. and Selective Insurance Company of South Carolina on August 6, 2021 in Craven County Superior Court, and Defendants removed this action to the United States District Court for the Eastern District of North Carolina, Eastern Division on September 8, 2021.

2) Defendants Selective Insurance Group, Inc. and Selective Insurance Company of South Carolina have informed Plaintiff through their counsel of the following, and Plaintiff specifically relies on the following information provided by Defendants Selective Insurance Group,

Inc. and Selective Insurance Company of South Carolina in voluntarily dismissing Defendant Selective Insurance Group, Inc. without prejudice:

- a) Selective Insurance Group, Inc. was not a party to the applicable contract of insurance, policy number S2003458 (the “Policy”), and had no obligations under the Policy;
 - b) Selective Insurance Group, Inc. has no obligations or authority to settle Plaintiff’s claims under the Policy;
 - c) Selective Insurance Company of South Carolina issued the Policy to Plaintiff;
and
 - d) To the extent, if any, Plaintiff is entitled to recovery for Plaintiff’s claims, Selective Insurance Company of South Carolina would be the entity that would be responsible for damages (and fees and costs, if applicable), and therefore, is the only necessary party to the lawsuit.
- 3) Accordingly, Plaintiff and Defendants agree that relief can be afforded on Plaintiff’s claims without Selective Insurance Group, Inc. being named as a Defendant in this lawsuit, and Selective Insurance Company of South Carolina is the only necessary party to Plaintiff’s lawsuit.
- 4) Selective Insurance Company of South Carolina will not defend against Plaintiff’s claims and/or causes of action by asserting that Selective Insurance Group, Inc. is at fault or is a necessary party to this action.
- 5) Plaintiff and Defendants desire to simplify the pleadings and potential adjudication of this case by permitting Plaintiff to voluntarily dismiss without prejudice Defendant Selective Insurance Group, Inc. and to proceed solely against Defendant Selective Insurance Company of South Carolina with respect to Plaintiff’s lawsuit.

WHEREFORE, pursuant to F.R.C.P. 41(a), Plaintiff voluntarily dismisses, without prejudice, this lawsuit, as against Defendant Selective Insurance Group, Inc. and without fees or costs to any party. The lawsuit will continue against Defendant Selective Insurance Company of South Carolina.

Respectfully submitted on the 27th day of September 2021.

/s/George Mason Oliver
George Mason Oliver, Esq.
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Counsel for Defendants

CERTIFICATE OF SERVICE

I, George Mason Oliver, Post Office Box 1548, New Bern, North Carolina 28563, certify:

That I am at all times hereinafter mentioned was, more than eighteen (18) years of age;

That on the 27th day of September, 2021, I served copies of the foregoing pleading on the parties listed below electronically as indicated.

I certify under penalty of perjury that the foregoing is true and correct.

This the 27th day of September, 2021.

/s/George Mason Oliver
George Mason Oliver, Esq.
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